GENERAL TERMS AND CONDITIONS OF CONTRACT FOR SYSBIOSIM B.V.

1. DEFINITIONS

In these General Terms and Conditions:

1.1. "**Agreement**" any oral or written agreement between SysBioSim and the Customer, under which SysBioSim has agreed to provide Services to the Customer.

1.2. "**Customer**" the natural or legal person with whom SysBioSim has entered into, or intends to enter into an Agreement.

1.3. "**Customer Information**" has the meaning assigned to it in Article 4.1 hereof.

1.4. "**Data**" any statistics or other information represented in a form suitable for processing by the System, including interaction data.

1.5. "**Party**" SysBioSim and the Customer(s), together the "**Parties**" that have entered into an Agreement.

1.6. "**Results**" the information generated by processing the Customer Information (and, if agreed, publicly available data) in accordance with the agreed Services via the System.

1.7. "**Services**" all the activities to be performed by SysBioSim under the Agreement, including, but not limited to:

    a) Hypothesis generation and validation;

    b) Network development and analysis;

    c) Data organization and management;

    d) Physiologically Based Pharmacokinetic (PBPK) Modelling for (i) therapeutic strategy development; (ii) examination of drug combination effects; (iii) dose prediction; (iv) risk assessment and (v) Absorption, Distribution, Metabolism, and Excretion (ADME) processes analysis;

    e) Functional food generation and validation;

    f) Breeding strategy development;

    g) Plant diseases and pesticide dose and combination analysis; and

    h) Training in applications of systems biology- developing small kinetic models with selective platforms.

1.8. "**SysBioSim**" SysBioSim B.V., the user of these General Terms and Conditions, with registered office at Galileiweg 8, 2333 BD, Leiden, listed in the Trade Register under Chamber of Commerce number 61905550.

1.9. "**System**" the model, custom designed platforms and detailed simulations used to process the Customer Information and generate Results.

2. GENERAL PROVISIONS

2.1. These General Terms and Conditions apply to any and all offers made by SysBioSim, and any Agreement between SysBioSim and the Customer, insofar as Parties have not deviated, expressly and in writing, from the contents of these General Terms and Conditions.

2.2. These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the Parties.

2.3. By entering into an Agreement on the basis of these General Terms and Conditions, the Customer agrees to the applicability thereof in respect of future Agreements even if this is not expressly stated.

3. OFFER AND FORMATION OF THE AGREEMENT

3.1. Unless explicitly stated otherwise, offers made by SysBioSim are without obligation.

3.2. SysBioSim prepares the offer based on the information supplied by, or on behalf of the Customer. The Customer cannot derive any rights from an offer that is based on incorrect or incomplete information supplied by, or on behalf of the Customer. Any information with regard to expected results or performance supplied through the offer of SysBioSim is indicative and not binding.

3.3. The Agreement shall take effect as soon as the Agreement made between the Parties

has been signed by the Customer and made available to SysBioSim.

3.4. If, and insofar as SysBioSim has not yet received the signed Agreement, then the Agreement will be considered as concluded under these General Terms and Conditions, as soon as SysBioSim has started to perform any Services at the Customers request, orally or in writing.

4. CUSTOMERS OBLIGATIONS

4.1. Customer shall timely and appropriately provide SysBioSim with any and all documentation, information and Data ("**Customer Information**") that SysBioSim requires for the proper and timely performance of the Services under the Agreement.

4.2. Customer guarantees that it is entitled to disclose to SysBioSim the Customer Information and that the Customer Information is no proprietary information of any third party.

4.3. Customer further guarantees that the Customer Information does not contain any personal data (with regard to the applicability of Directive 95/46/EC), and that the Customer Information is accurate, complete and reliable, even if this Data and documentation has been obtained from third parties.

4.4. Any additional costs and/or damage caused by a delay in the execution of the Agreement as result from the Customer's failure to (timely) provide SysBioSim with the requested information and documentation will be borne by the Customer.

5. EXECUTION OF THE ENGAGEMENT

5.1. SysBioSim shall carry out all Services with reasonable skill, care and diligence, in accordance with the Agreement and professional standards.

5.2. SysBioSim shall carry out its obligations under the Agreement with due observance of the applicable (inter)national laws and regulations. SysBioSim shall not, under any circumstance, be required to commit any act or omission that is in conflict or incompatible with the aforementioned laws and regulations.

5.3. SysBioSim will determine the manner in which the Agreement will be executed and by whom, and will be entitled to engage third parties as subcontractor in the execution of the Agreement without any notice to the Customer.

5.4. Customer acknowledges that SysBioSim has outsourced the hosting of the System to a third party.

5.5. In the event that SysBioSim seconds its employees and/or the employees of its affiliates, and/or the employees of third parties engaged by SysBioSim to the Customer for the performance of Services, such secondment will take place under art. 7:400 of the Dutch Civil Code.

6. RESULTS

6.1. The Customer acknowledges that the Results may be used as a tool, helping to determine the eligibility of a subject for a clinical trial [and/or predicting the outcome of a clinical trials], but cannot be a substitute for/or be used as a clinical trial [and/or preclinical work]. Any and all Results are predictive and advisory only.

6.2. SysBioSim does not guarantee that the Results are accurate or complete.

6.3. Customer acknowledges that the quality of the Results is dependent on the quality of the Customer Information provided by the Customer (and, if agreed, the publicly available data to be processed).

6.4. If the Customer Information is too limited to perform the requested Service, the Parties may agree (at additional price) that SysBioSim will use commercially reasonable efforts to supplement the Data by performing a literature study and use publicly available data thus found to generate Results. SySBioSim does not guarantee that such publicly available data are free of proprietary rights of third parties.

6.5. In the event that no Results can be generated due to failure of the System,

SysBioSim will reimburse Customer according to Section 11.3.

6.6. Results will be standard delivered to the Customer in a PDF file, via email. In the event that Customer wishes to receive the raw Results generated by the System, this may be delivered on a USB via registered mail.

7. DELIVERY PERIOD

7.1. If SysBioSim requires an advance payment or requires information or materials to be made available by the Customer in order to execute the Agreement, term(s) for the completion of the Service(s) will not take effect until the advance payment has been made in full or until all information or materials have been made available by the Customer.

7.2. Any times or dates set forth in the Agreement for provision or completion by SysBioSim of the Services are estimates and no strict deadlines, unless this has been agreed upon in advance and in writing.

8. CONFIDENTIALITY

8.1. SysBioSim shall keep secret, and shall not disclose any information of a confidential nature, including Customer Information and personal data ("**Confidential Information**") of the Customer obtained in relation to the Agreement or during its execution. SysBioSim shall procure that its employees, affiliates or third parties engaged by SysBioSim, will keep secret and not disclose such Confidential Information.

8.2. The foregoing shall not apply to Confidential Information which (i) is or becomes part of the public domain without fault on the part of SysBioSim; (ii) was already known by SysBioSim, other than under an obligation of confidentiality, at the time of disclosure by the Customer; (iii) is lawfully acquired by SysBioSim from a third party on a non-confidential basis; or (iv) confidential information that SysBioSim is required to disclose pursuant to any law, lawful governmental, quasi-governmental, judicial order or legal process.

Customer allows SysBioSim within the scope of the Agreement to process Confidential Information concerning the Customer and/or its employees, affiliates and Customers or third parties, and allows SysBioSim, under confidentiality, to share the Confidential Information with (i) SysBioSim's employees that have a need to know in view of the Services and, if required, (ii) a third party subcontractor it wishes to engage for activities under the Agreement

8.3. SysBioSim will process any personal data of the Customer in accordance with the applicable (inter)national laws and regulations concerning the protection of personal data.

8.4. Customer will not disclose any of SysBioSim's Confidential Information or provide third parties with any information concerning the Agreement, the content of reports, opinions or any other written or oral statements issued by SysBioSim without its prior, written consent, except if required by (inter)national laws or regulations.

8.5. Neither Party shall issue any press release or make any public announcement regarding the subject matter of this Agreement, written or oral, without first obtaining the prior written consent of the other Party.

8.6. Parties will impose their obligations under this Article 8, to any third party engaged by them.

9. INTELLECTUAL PROPERTY

9.1. All improvements to SysBioSim's background technology (including the System), and all files, software, data and information developed or provided by SysBioSim, and any know-how, methodologies, or processes used or developed by SysBioSim to provide its Services to the Customer under the Agreement that are of general applicability, and any copyrights, trademarks, patents, trade secrets, or any other proprietary rights thereon ("**SysBioSim's Intellectual**

Property") remain the sole and exclusive property of SysBioSim, or the third parties engaged by SysBioSim.

9.2. Customer is explicitly prohibited to reproduce, publish or use for commercial purposes any Intellectual Property of SysBioSim without SysBioSim's prior written consent.

9.3. Customer will own the Results of the Services performed, fully and freely, from the moment that the Results have been made available to the Customer.

10. FEES AND EXPENSES

10.1. Customer shall pay to SysBioSim the fees specified in the Agreement.

10.2. Fees specified in the Agreement do not include (i) actual, reasonable travel and out-of-pocket expenses, (ii) expense claims filed by third parties engaged by SysBioSim, (iii) value added tax and (iv) other government levies, unless stated otherwise in the Agreement. Customer will reimburse SysBioSim for such additional expenses.

10.3. Unless otherwise stated in the Agreement, payment will be made, without any deduction, discount or debt settlement, within thirty (30) days of receipt of an invoice, submitted monthly in arrears, for Services performed. Payment shall be into the bank account mentioned in the invoice.

10.4. Customer will pay a late fee of one percent (1%) per month or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Customer also agrees to pay SysBioSim all reasonable costs and expenses of collection, including attorneys' fees.

10.5. If any facts or circumstances give SysBioSim good reason to fear that the Customer will not fulfil its obligations under the Agreement, or will not fulfil them (or have them fulfilled) in full, the Customer shall, immediately at the request of SysBioSim provide sound security (in the form of pledge, surety or otherwise) for the payment(s) owed and/or make an advance payment. If the Customer fails to provide such a security or advance payment,

SysBioSim has the right to immediately suspend (further) execution of the Agreement, and all amounts owed by the Customer will become immediately due and payable.

10.6. In the event of a jointly commissioned Agreement, all Customers are jointly and separately liable for payment of the full fee charged under the Agreement.

11. COMPLAINTS

11.1. Customer must notify SysBioSim in writing of any complaints relating to the Services performed and/or the invoice amount within 20 (twenty) days of the date of dispatch of the email with the Results or any other documentation in respect of which a complaint is filed.

11.2. Complaints as referred to in Section 11.1 shall not suspend the Customer's obligation to pay any fee, or additional costs, due. The Customer is not entitled, by virtue of a complaint in respect of a certain Service, to defer or refuse payment for other Services provided by SysBioSim to which the complaint does not relate.

11.3. If SysBioSim determines that the Customer has filed a legitimate and timely complaint, the Customer may choose an adjustment of the fee charged or to terminate the Agreement and receive a (partial) refund of the fee already paid.

12. TERM AND TERMINATION

12.1. Except as otherwise provided in the Agreement, the Agreement shall expire at the moment that all Services have been executed and completed, unless the Agreement is terminated as provided in Section 12.2 or 12.3.

12.2. Each Party may terminate the Agreement without cause upon 1 (one) month prior written notice.

12.3. Either Party may forthwith terminate this Agreement upon prior written notice upon:
a) the breach of any material provision of this Agreement by the other Party if (i) such breach is not curable or (ii) if curable, the breaching Party has not

cured such breach within 30 (thirty) day period following receipt of a written notice by the non-breaching Party substantiating such breach ("*ingebrekestelling*");

b) the filing or institution of bankruptcy, liquidation or receivership proceedings of the other Party or in the event a receiver or custodian is appointed for the other Party's business, or if its business is discontinued.

12.4. If the Customer chooses to terminate the Agreement prior to its completion, the Customer is obliged to pay the fee for any Services performed by SysBioSim until the effective date of termination. In the event that Customer chooses to terminate the Agreement prior to its completion pursuant to Section 12.2, the Customer shall, furthermore, reimburse to SysBioSim all (out of pocket and internal) costs that will be reasonably incurred by SysBioSim after the effective date of termination of the Agreement pursuant to commitments entered into by SysBioSim prior to the effective date of termination provided, however, that SysBioSim will use commercially reasonable efforts to mitigate such costs.

12.5. The terms of Article 8 of these General Terms and Provisions shall survive 5 (five) years after termination or expiration of the Agreement. Articles 9, 11, 13 and 15 shall survive for an indefinite period of time. In addition, any other provisions which are required to interpret and enforce the Parties' rights and obligations under the Agreement shall also survive any termination or expiration of this Agreement, but only to the extent required for the full observation and performance of the Agreement.

12.6. SysBioSim will, at request of the Customer, return all information and documentation provided by the Customer upon termination or completion of the Agreement.

13.   LIABILITY AND INDEMNIFICATION

13.1. In no event will SysBioSim be liable to Customer for any loss, claim, damage, liability or expenses (including reasonable attorney's fees) ("**Losses**") resulting out of, or in relation with the Results. Results are provided "as is" without warranty, express or implied, of any kind.

13.2. SysBioSim shall never be liable for any indirect damage, including lost profits, and damage due to the stagnation of business operations. If, despite the provisions in these General Terms and Conditions, liability exists anyway, only direct damage will be eligible for reimbursement.

13.3. Save for gross negligence or wilful misconduct of SysBioSim or its officers, any and all liability of SysBioSim (including its indemnification obligation) is limited to an amount equal to once the fee paid or owed by the Customer for the specific Service from which the liability arises. In any event, a claim will be unenforceable and lapse unless SysBioSim receives a written notice thereof no later than 6 (six) months after the discovery of an event or circumstance that gives or may give rise to that claim.

13.4. Any and all Agreements are accepted and executed exclusively by SysBioSim or on its behalf. Any right of indemnification or action by the Customer should be brought directly and exclusively to SysBioSim.

13.5. Customer will indemnify, and hold harmless SysBioSim from, and against any and all Losses caused by:

a) any inaccuracy or incompleteness in the Customer Information provided by it or on its behalf;

b) a delay in the delivery of Customer Information provided by it or on its behalf;

c) any other failure in the performance of the obligations of the Customer under the law, these General Terms and Conditions or the Agreement;

d) circumstances which cannot be attributed to SysBioSim otherwise.

13.6. Except where wilful misconduct or gross negligence of SysBioSim is concerned, the Customer shall indemnify SysBioSim against

all third party claims on any grounds whatsoever in respect of compensation for any Losses, directly or indirectly related to the performance of the Agreement.

13.7. Neither Party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control. Upon the occurrence of any such event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance. The Party not affected by the force majeure is entitled to terminate the Agreement upon one month written notice.

13.8. Neither Party shall, during the execution of the Agreement and a year thereafter, attempt to entice away, conduct negotiations on employment or employ persons who are or were involved in the execution of the Agreement on behalf of the other Party.

14. MISCELLANEOUS

14.1. Parties may communicate with each other by electronic mail. Parties recognise the risks associated with electronic mail including, but not limited to, distortion, delays, interception, manipulation and viruses. Parties hereby declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. This also applies to the use of electronic communication between us and – irrespective of the form – third parties including, but not limited to the Dutch tax authorities. The parties shall do or omit all that can reasonably be expected of them to avoid such risks. If a Party should be in doubt as to the content of an electronic message received, the content of the message originating with the sender shall be decisive.

14.2. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provisions hereof. Any such invalid or unenforceable provision shall be replaced or deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.

14.3. In case of conflict between these General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.

14.4. Changes to these General Terms and Conditions can only be agreed upon in writing in the Agreement.

14.5. The Customer cannot assign the Agreement, or any obligation therein, to a third party without the prior written consent of SysBioSim, not to be unreasonably withheld.

15. GOVERNING LAW AND JURISDICTION

15.1. These General Terms and Conditions, any and all Agreements and any and all offers made by SysBioSim are exclusively governed by the law of the Netherlands.

15.2. Any disputes arising out or in connection with an Agreement, which cannot be solved amicably within a reasonable period of time, will be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute in Amsterdam, the Netherlands.